



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Mark Thomas & Company and Cooperative Agreement with San Joaquin Council of Governments for Preparation of State Route 99/ Harney Lane Interchange Project Study Report and Project Report and Appropriating Funds (\$700,000)

MEETING DATE: January 16, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the attached professional services agreement with Mark Thomas & Company and Cooperative Agreement with San Joaquin Council of Governments (SJCOG) for preparation of the State Route 99/ Harney Lane Interchange Project Study Report and Project Report and appropriating \$700,000 for the project.

BACKGROUND INFORMATION: Recent project approvals by the City Council of the Reynolds Ranch, Southwest Gateway, and Westside Annexations require that reconstruction of the State Route 99/Harney Lane Interchange be completed to serve the demands resulting from development of these projects. The process to plan, design and construct an interchange on the State highway system is a long and complex one. Timely improvements to the interchange are important to the retail and commercial tenants at the Reynolds Ranch site and the City's future economic viability.

The first step is preparation of a Project Study Report (PSR) that will establish the geometry of the new interchange, right of way requirements and environment review scoping. Initially, the consultant team will pursue the Project Report (PR) but will ultimately seek Caltrans approval to prepare a combined PSR/PR with the objective to trim approximately 12 months off the project entitlement process. At the conclusion of the PSR/PR or after approximately 24 months, the project will be ready for design and right of way acquisition to be followed by construction.

Consultant selection for this project was coordinated by SJCOG in conjunction with their program to pre-qualify consultants for the State Highway Bond projects. Mark Thomas & Company was selected as a pre-qualified consultant and requested assignment to the State Route 99/Harney Lane project. The City has contracted with Mark Thomas & Company for design services on multiple projects in the City including Kettleman Lane Widening (Lower Sacramento Road to Cherokee Lane) and Lower Sacramento Road Widening (Turner Road to Harney Lane). Recently, this firm has been working with the Reynolds Ranch project sponsors to define the right of way limits of the new interchange as it affects the site design of the new shopping center.

Funding for the PSR/PR work is coming from Surface Transportation Program and Measure K funds. Funding for the construction of the interchange will be a combination of Measure K Renewal, Local

APPROVED:

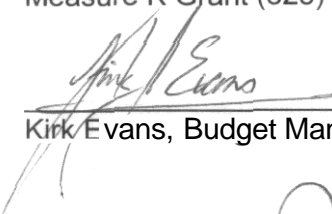

Blair King, City Manager

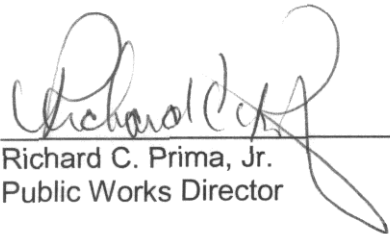
Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Mark Thomas & Company and Cooperative Agreement with San Joaquin Council of Governments for Preparation of State Route 99/Harney Lane Interchange Project Study Report and Project Report and Appropriating Funds (\$700,000)
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Impact Mitigation Fees, Regional Transportation Impact Fees and contributions from those projects with approved Development Agreements.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Appropriation of the following funds is required.
Surface Transportation Program Grant (335) \$458,914
Measure K Grant (325) \$214,086


Kirk Evans, Budget Manager


Richard C. Prima, Jr.
Public Works Director

Prepared by F. Wally Sandelin, City Engineer

RCP/FWS/pmf

Attachments

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the conceptual design services and environmental services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Harney Lane / Route 99 Combined PSR/PR project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments in a timely manner.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents of the City of Lodi from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of CONSULTANT and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistants or agents or employees of the City of Lodi shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by CONSULTANT without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential

liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Richard C. Prima, Jr., Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: MARK THOMAS & CO., INC.
Consulting Civil Engineers & Municipal Planners
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT, or any of its officers, agents, employees or subconsultants, are not acting hereunder in any manner as employees of CITY, but solely under this Agreement as independent contractors.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

MARK THOMAS & CO., INC.

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____

Work Plan

Scope of Work

COMBINED PROJECT STUDY REPORT/PROJECT REPORT

Task 1 – Project Administration and Management

- 1.1 General Management and Coordination
- 1.2 Project Development Team (PDT) Meetings
- 1.3 Information Gathering

Task 2 – Project Study Report/Technical Studies

- 2.1 Base Mapping
- 2.2 Traffic Modeling and Analysis
- 2.3 Geometric Drawings/Construction Staging
- 2.4 Geotechnical Review/Hazardous Waste Initial Site Assessment
- 2.5 Quantity/Cost Estimates
- 2.6 Right of Way Data Sheets
- 2.7 Advance Planning Studies
- 2.8 Value Engineering Allowance
- 2.9 Storm Water Data Report
- 2.10 Project Study Report/Project Report

Task 3 – Environmental Document

- 3.1 Environmental Technical Studies
- 3.2 Initial Study/Mitigated Negative Declaration

Task 4 – Public Outreach

- 4.1 Confirm Stakeholders
- 4.2 Conduct Public Meeting/Workshop
- 4.3 Public Outreach Miscellaneous

Scope of Work

1.0 Project Administration and Management

1.1 General Management and Coordination – This task will include general project management, including coordination with the subconsultants and the City, preparation of monthly progress reports, maintaining the project submittal register, and CPM scheduling and updates. MTCO will also maintain project files in this phase.

As in most multi-disciplinary projects, there will be a number of team members involved in the project study report. This project management task will also include coordination of team members from various disciplines.

Meetings between property owners and utility companies are more useful if held on separate occasions and in smaller groups. These **will** be conducted on an as needed basis. These meetings are included in other tasks.

1.2 Project Development Team (PDT) Meetings - MTCO management approach includes PDT Meetings with the City of Lodi, Caltrans, SJCOG, and affected agencies (i.e. San Joaquin County). In addition, we sometimes include selected representatives from development interests, particularly when we are developing project phasing triggers and/or funding mechanisms.

The first step following notice-to-proceed is to arrange a Kick-off meeting with the City of Lodi, San Joaquin County, the Consultant team, Caltrans Special Funded Projects and Environmental Branch, Traffic Operations and Planning, and any other personnel and/or development interests as appropriate. The purpose of the meeting will be to identify the precise format, scope, and content that Caltrans, City, County, and stakeholders want for the technical studies, project study report, and supplemental project information.

Fehr & Peers will attend up to five PDT meetings to discuss alternatives with the City of Lodi, Caltrans and Mark Thomas. Additional meetings will be attended on a time and materials basis on our latest billing rate schedule.

BCI will attend up to two PDT meetings to discuss proposed alternatives and hazardous materials issues with the City of Lodi, Caltrans and MTCO. BCI's geotechnical project manager and environmental senior project manager will attend the meetings.

J&S **will** attend up to five (5) PDT meetings to discuss alternatives/environmental studies with the City of Lodi, Caltrans and MTCO.

Buethel will attend up to three (3) PDT meetings to discuss outreach data base, mailer content and format, and public meeting locations and format.

MTCO will take the lead in PDT meetings. This work includes preparation of meeting agenda in consultation with City's Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of 15 PDT including 1 PDT field meeting.

1.3 Information Gathering - MTCO will identify and assemble existing data useful in analyzing impacts of the project. These information sources include City, County and Caltrans As-built and Right of Way information, other environmental studies conducted by the City, County or its consultants, as well as potential project impacts identified by the City, County and other sources.

Also as part of this task, MTCO will obtain encroachment permits for site surveys and field investigation, as required from Caltrans, the City, and County.

Task 1 Deliverables

- PDT Meeting Agendas & Meeting Minutes 15 meetings
- Schedule Updates at the PDT Meetings 15 Updates

2.0 Project Study Report/Technical Studies

The general intent of this task is to develop geometrics and project design in sufficient detail so that the project scope is clearly defined, project costs are estimated, and potential environmental impacts can be evaluated. To the extent possible, any required design activities are intended to be of sufficient detail for use in the future PS&E phase of the project.

2.1 Base Mapping – Base mapping will consist of report exhibits with digital Photogrammetric background, preliminary right of way lines, APN designations, and utility mapping provided by utility companies and the City. The Photogrammetric mapping will be sufficient detail to be used in the PS&E phase (construction documents).

2.1.1 Acquire record mapping and associated documentation

MTCO **will** research record mapping and as-built documents at Caltrans, the City and the County. In particular, MTCO will review available record of surveys, parcel maps, and final maps (subdivisions). MTCO **will** prepare base maps showing compiled/reconciled record information for property lines including existing roadway control lines.

2.1.2 Photogrammetric Mapping

Radman Aerial Surveys (RAS) will prepare digital photogrammetric mapping at a scale of 1"=50' with 1 foot contours. MTCO **will** set aerial photo panels, identify the panel locations using GPS surveys, make survey net adjustments, and provide the information to RAS to prepare the mapping. The mapping will conform to Caltrans's ABC process.

2.1.3 Supplemental Field Topography

MTCO will perform a minimal amount of supplemental field surveys to identify and locate major features. Roadway cross sections will be performed at key locations. MTCO **will** also survey surface visible evidence of underground utilities, driveways, and other critical features necessary for design. This scope assumes a total of eight (8) days for topographic surveys.

2.1.4 Utility Mapping

This sub-task consists of compiling existing utility mapping and doing verification with utility providers. This task also will allow identification of preliminary conflicts for budgeting and scheduling purposes, in support of the Project Study Report Right of Way estimates. The following procedure is proposed

- Compile mapping on base plans using utility company system mapping, as-built information, and visible and surveyed locations of surface utility facilities.
- Prepare utility coordination cover letter for utility companies. After review and approval by City staff, send plans and cover letter to Utilities for their confirmation and/or location of facilities.
- Revise utility mapping per utility comments.

Return corrected utility mapping to utilities "for information only".

2.2 Traffic Modeling and Analysis – This scope of work includes the tasks necessary to prepare the traffic report for the proposed State Route 99/Harney Lane Interchange combined PSR/PR. The following scope of work for this project has been developed based on our knowledge of the study area and our experiences on similar projects. The five main intersections which will be included in the PSR traffic analysis are at the following locations:

- State Route 99 northbound ramps/N CA-99 Frontage Road;
- N CA-99 Frontage Road/Harney Lane;
- State Route 99 southbound ramps/S. Cherokee Lane;
- Harney Lane/S. Cherokee Lane;
- Harney Lane/Panzani Way;
- Harney Lane/Business Park Drive/Beckman Road (south); and
- Harney Lane/Beckman Road (north).

2.2.1 Data Collection

Fehr & Peers (F&P) will collect available data for use in the analysis of existing (2006), construction year, and design year conditions. Data requirements for the study area are listed below.

- Existing and planned roadway geometrics and traffic controls
- Existing AM and PM peak hour traffic counts at study intersections
- Existing AM and PM peak hour heavy vehicle (truck) percentage for State Route 99 and Harney Lane
- Existing accident data for past three years.
- Existing and planned park-and-ride lots near the interchange
- Location of existing and planned bicycle and pedestrian facilities near the interchange

2.2.2 Existing Conditions Analysis

For the existing conditions analysis, F&P will analyze the study locations listed below according to the analysis procedures contained in the *Highway Capacity Manual (HCM)*, (Transportation Research Board, 2000).

Intersections

1. State Route 99 northbound ramps/N CA-99 Frontage Road;
2. N CA-99 Frontage Road/Harney Lane;
3. State Route 99 southbound ramps/S. Cherokee Lane;
4. Harney Lane/S. Cherokee Lane;
5. Harney Lane/Panzani Way;
6. Harney Lane/Business Park Drive/Beckman Road (south); and
7. Harney Lane/Beckman Road (north).

Freeway Ramp Junctions

8. State Route 99 NB Off-Ramp to Harney Lane
9. State Route 99 NB ON-Ramp from Harney Lane
10. State Route 99 SB Off-Ramp to Harney Lane
11. State Route 99 SB On-Ramp from Harney Lane
12. State Route 99 NB Off-Ramp to Kettleman Lane*
13. State Route 99 SB On-Ramp from Kettleman Lane*
14. State Route 99 NB On-Ramp from Armstrong Road
15. State Route 99 SB Off-Ramp to Armstrong Road

* = assumed to be available from State Route 99/Kettleman Lane PSR

For the intersection analysis, we will use the Synchro analysis software. Peak hour factors will be based on the traffic counts. The ramp junction analysis will be conducted using HCS. The analysis results will contain AM and PM peak hour levels of service and their associated performance measures.

Deliverable

A technical memorandum will be prepared that summarizes the analysis methodology and key assumptions. The technical memorandum will be submitted two weeks after receiving authorization to proceed.

2.2.3 Travel Demand Forecasts

F&P proposes to use the new City of Lodi travel demand model to develop traffic volume forecasts for the design year. As part of the State Route 99/Kettleman Lane PSR, this model will be validated in the study area and modified to include the latest 2030 SJCOG land use forecasts. The only additional effort for this project is to review and modify the traffic analysis zone (TAZ) system and roadway network for “no project” and “with project” scenarios for base year and future design year conditions to accurately reflect existing and planned land use and roadway network conditions in the study area.

Since this analysis is being prepared for both PA and ED purposes, the PDT will need to agree on the design year network. For CEQA and NEPA purposes, future roadway improvements that are not fully funded cannot be included in the design year network. This scope of work assumes that only one design year network **will** be developed that meets the CEQA and NEPA requirements.

The construction year for the project has not yet been determined. As a result, the procedure to forecast traffic volumes for construction year and design year may use straight-line interpolation/extrapolation between the base and future year model forecasts.

The model will be used to generate AM and PM peak hour traffic forecasts for the study locations listed in Task 2 under base year and future design year conditions. The base year conditions run **will** be used to develop a traffic volume forecasting adjustment procedure to correct for any model errors found in the base year model due to differences in model volumes and traffic counts.

Deliverable

A technical memorandum will be prepared that presents the sub-area validation results and draft traffic forecasts. The memorandum **will** be submitted within ~~six~~ weeks of completing Task 2.2.2.

2.2.4 Operations Analysis

The traffic operations analysis will include the following scenarios.

- Construction year no project conditions
- Construction year with project alternative 1 conditions
- Construction year with project alternative 2 conditions
- Construction year with project alternative 3 conditions
- Design year no project conditions
- Design year with project alternative 1 conditions
- Design year with project alternative 2 conditions
- Design year with project alternative 3 conditions

The analysis results for all scenarios will contain AM and PM levels of service and their corresponding performance measure. For the project scenarios, up to two additional ramp junctions will be analyzed depending on the interchange design.

All technical calculations will be independently reviewed by a Fehr & Peers QA/QC engineer not assigned to the project.

2.2.5 Traffic Report Documentation

F&P will prepare a traffic report to be included in the PSR. A draft version of the traffic report will be submitted for review by the project development team (PDT). Up to 12 hours of professional time has been budgeted to respond to comments on the draft report. A final version of the traffic report will be prepared in electronic and hard copy format that incorporates the review comments.

Deliverable

A draft traffic report will be prepared summarizing the analysis results. The memorandum will be submitted six weeks after the traffic volume forecasts have been approved.

2.3 Geometric Drawings/Construction Staging – Based on review of preliminary traffic volumes provided in Task 2.2, MTCO will prepare geometric drawings for the interchange alternatives. The interchange geometrics will be further developed with traffic operations data, with basic controlling geometric features shown. A total of three (3) interchange alternatives will be prepared.

The Geometric Drawings will be prepared at a scale of 1=50' scale, will show mainline and interchange alignment, lane and shoulder widths, cut/fill lines, right of way requirements, ramp metering layout with enforcement areas, intersection details, etc. Ramp profiles will be shown for realigned ramps.

This geometric development task also will include an evaluation of construction staging and traffic handling. A preliminary evaluation will be made for higher-cost traffic control items (i.e. changeable message signs, K-rail, etc), so that they can be included in the Project Study Report cost estimates.

2.4 Geological Review/Hazardous Waste Initial Site Assessment – Blackburn Consulting, Inc. (BCI) will prepare a preliminary geological review, plus prepare a hazardous waste initial site assessment for the subject improvements. Their work activities are described as follows:

2.4.1 Preliminary Geotechnical/Geologic Memorandum

Conduct Site Visit/Review Previous Reports – BCI will discuss the project, issues and schedule with MTCO. We will review the As-Built LOTB, Foundation Report, Geotechnical Design Report and other documents related to the existing bridges as provided by MTCO. To evaluate site geology and seismic conditions, BCI will review our in-house local and regional geologic and seismic hazards maps pertaining to the site. BCI will

conduct a site geologic reconnaissance of the project and immediate vicinity.

Prepare Geotechnical/Geologic Memorandum – BCI will prepare a Preliminary Geotechnical/Geologic Memorandum for the project including the following: project description; summary of site geology and subsurface conditions; as-built LOTB for the existing bridges; preliminary seismic data and evaluation, and a discussion of potential geotechnical/geologic issues for design. The memorandum will address preliminary foundation alternatives, liquefaction potential, embankment settlement, cut/fill slope stability, and constructability issues.

BCI **will** submit the memorandum to MTCO for distribution to the project design and review team.

2.4.2 Initial Site Assessment Report (ISA)

The overall purpose of the ISA is to identify significant soil/groundwater contamination issues that could affect the constructability, feasibility, and/or cost of the proposed interchange project. The ISA findings will be integrated with other findings of the PSR to assess the best configuration for the proposed improvements. We **will** complete the following scope items for the ISA. If we find the potential for significant contamination, additional investigation may be required.

Coordination and Review - The project team will provide BCI with the proposed improvement boundaries. BCI will review work we have completed in the project vicinity and review readily available and applicable reports prepared by other consultants.

BCI will conduct a limited site visit to observe current land use and potential indications of contamination, on or adjacent, to the project limits.

Historical Research - BCI **will** review historical aerial photographic coverage, topographic and Sandborn map coverage of the project area and surrounding properties. BCI will also review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on, or near, the site.

BCI's historical research **will** attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts to the site.

Report Preparation - BCI will prepare a draft report summarizing the findings of our review, site reconnaissance, historical evaluation, and regulatory records review. We will address identified potential contamination/hazardous materials impacts and provide recommendations for further investigation and analysis if necessary. BCI will submit the Draft ISA to MTCO for distribution to the project design and review team. Once we receive draft report comments, we will finalize the ISA incorporating the review comments.

If this ISA identifies potential contamination/hazardous materials impact to soil and/or groundwater within the

project limits, it may be necessary to investigate these locations and confirm or characterize potential contamination. If this case, BCI can develop additional scope to provide these services. The scope of the site characterization will depend on the potential contamination type, location, and potential impacts.

2.5 Quantity/Cost Estimates - MTCO will prepare a preliminary construction cost estimate using the Caltrans standard 6-page estimate format, up to three alternatives. The costs estimate will be developed using the most current cost data from current local projects. MTCO will also provide the City with project development costs including preparing environmental document, project report, PS&E, construction management, , and construction surveys

2.6 Right of Way Data Sheets - Concurrent with the cost estimate task, MTCO **will** prepare the Caltrans Right of Way Data Sheets. The Right of Way Data Sheets and supporting documents will be prepared in Caltrans format and will include

- Review Impacts on properties (e.g., full take or partial take)
- Data collection and analysis
- Estimate costs of alternatives, including acquisition, relocation, and demolition costs

Utility relocation costs also must be evaluated in the Right of Way estimate.

Although the firm has not been identified in this scope of work, MTCO will retain a right of way appraiser to provide guidance as to the approximate costs of right of way acquisitions within the project area. MTCO will include this information on the Right of Way Data Sheets to include within the PSR. Official proposals will not be provided with this work.

2.7 Advance Planning Studies - Concurrent with geometric development, an Advance Planning Study (APS) will be prepared for any proposed improvements to the State Route 99/Kettleman Lane Overcrossing. Essentially, the APS is a preliminary plan for Caltrans review, which documents structure type, layout, and preliminary cost. Any retaining walls required at the abutments would also be shown in an APS. This scope assumes a total of three APSs will be prepared. The APS will be prepared in draft and final versions for Division of Structure review.

2.8 Value Engineering Allowance - Once costs estimates are prepared for the preliminary work effort, there may a need to review potential cost savings measures. Phased implementation of improvements could be one example. We also expect Caltrans reviewers to comment on existing facilities; it may be desirable to upgrade selected features. MTCO **will** evaluate these areas on a case by case basis, as well as reviewing opportunities for cost savings where possible. This item of work is intended as a nominal amount for investigation of possible areas of cost savings.

Work Plan

2.9 Storm Water Data Report – MTCO will prepare the Storm Water Data Report (SWDR) in accordance with the *Caltrans Storm Water Project Planning and Design Guide*. This report summarizes how storm water is handled during and after construction. The SWDR will be reviewed by Caltrans. MTCO will incorporate appropriate comments into the final report and will provide written response to all comments. The final report will be submitted to Caltrans for signature.

2.10 Combined Project Study Report/Project Report – MTCO will prepare an Administrative Draft PSR/PR, Draft PSR/PR and Final PSR/PR for distribution, review and approval (by the City, County, Caltrans, and subconsultants). The PSR/PR will be prepared to Caltrans Project Development Procedures Manual, latest edition.

As part of the PSR/PR process, MTCO will review Design Information Bulletin No. 78 for all mandatory and advisory design standards. We will then prepare Fact Sheets to document any feature that does not meet current standard.

Task 2 Deliverables

| | |
|---|--|
| ➤ Caltrans Encroachment Permit Application | |
| ➤ Aerial Photogrammetric Mapping | Aerial control diagram (2 copies) GPS report (2 copies) Aerotriangulation report (2 copies) Contacts prints/index sheet (one copy) Diapositives (1 set) Digital mapping (CADD File) |
| ➤ Traffic Analysis Report, Draft and Final | 4 copies each (City, County, and Caltrans) |
| ➤ Geometric Approval Drawings, 3 alternatives | 4 copies each (City, County, and Caltrans) |
| ➤ Initial Site Assessment, Draft and Final | 4 copies each (City, County, and Caltrans) |
| ➤ Preliminary Construction Cost Estimate | 2 copies (City, County, and Caltrans) |
| ➤ Storm Water Data Report | 4 copies (City, County, and Caltrans) |
| ➤ PSR/PR - Admin. Draft and Draft | 10 copies and 1 electronic copy each (City) 10 copies and 1 elect copy each (County) 35 copies and 1 electronic copy each (Caltrans) |
| 9 PSR/PR - Final | 5 copies (Bound), 1 copy (Unbound) and 1 electronic copy (City and County) 35 copies (Bound), 1 copy (Unbound) and 1 electronic copy (Caltrans) |
| 9 Fact Sheets for Design Exception, 2 total | 2 copies each (City, County, and Caltrans) |

Task 3 – Environmental Document

The proposed improvements constitute a project under the California Environmental Quality Act (CEQA). Because the City may seek federal funding (STIP funding) for the project, it would also be subject to the National Environmental Policy Act (NEPA).

Jones & Stokes scope of work and cost estimate includes preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA and a Categorical Exclusion (CE) supported by technical studies to comply with NEPA. Jones & Stokes scope of work assumes that the City of Lodi will be the CEQA Lead Agency for this project and Caltrans will provide oversight of the environmental studies. Jones & Stokes has assumed that the project is appropriate for a MND based on an assumption that project **will** have some environmental impact, but that impacts can be mitigated to a less-than-significant level. FHWA and Caltrans, as delegated under SAFTEA-LU, will ultimately make the decision as to the type of NEPA document required for this project. Changes in the project understanding could require additional scope and effort.

3.0 Prepare Project Description

Jones & Stokes will work with Mark Thomas & Company and the City of Lodi to prepare a detailed project description identifying the purpose and need for the project, a description of all the project components and the work to be performed, construction equipment that may be used, the timing of construction, and the geographical limits of construction activities. Jones & Stokes will prepare a written draft project description and submit it to Mark Thomas & Company and the City of Lodi for review and comment.

- Deliverable: Project description
- Schedule: 4 weeks following receipt of project plans

3.1 Environmental Technical Studies - Technical studies **will** be prepared according to the guidance in Caltrans Standard Environmental Reference (SER) website. Ultimately, Caltrans must approve which technical studies will be prepared. For the purposes of this proposed scope, we assume preparation of the following studies:

- 3.1.1 Air Quality Impact Assessment
- 3.1.2 Biological Resources (Natural Environment Study – Minimal Impact, including water quality)
- 3.1.3 Cultural Resources (Historic Property Survey Report and Archaeological Survey Report)
- 3.1.4 Noise Study Report

These studies will be based on the project description approved by the PDT. If Caltrans' review of the PEAR results in the need to prepare additional separate technical studies, the additional scope and fee for this work

would be accommodated through a budget augmentation.

The Project Development Team (PDT) will review each technical study. All technical studies are subject to approval by FHWA or Caltrans as delegated under SAFTEA-LU prior to circulation of the environmental document. Jones & Stokes will revise the administrative drafts of the technical studies once in response to comment from the PDT and once in response to comments from FHWA or Caltrans as delegated. Additional rounds of review and revision will be accommodated on a time-and-materials basis.

3.1.1 Air Quality

Jones & Stokes will prepare a Caltrans Air Quality Technical Report for proposed improvements to the SR 99/Harney Road interchange. The air quality technical analysis **will** be consistent with all applicable procedures and requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and Caltrans. In both the technical report and IS air quality chapter, we **will** discuss existing environmental and regulatory air quality conditions, and then analyze the project's construction and operational impacts.

Jones & Stokes **will** summarize existing air quality conditions using data developed by the California Air Resources Board (CARB) and the SJVAPCD. We will then explain how those conditions are affected by local climate and topography. We will summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project. We **will** also describe the location of sensitive receptors in the project vicinity.

Jones & Stokes will use the SJVAPCD's CEQA Air Quality Handbook to evaluate the impacts of the proposed project. Those guidelines address both construction and operational emissions.

Jones & Stokes will estimate construction emissions using procedures recommended by the SJVAPCD. We will compare those emissions to the significance thresholds established by the SJVAPCD and, if necessary, specific mitigation measures to reduce any significant impacts.

The proposed interchange improvements would not generate new vehicle trips. However, some traffic currently using other area roadways may be enticed to use the improved roads. We assume that the traffic study prepared for this project will include the information needed to estimate project-related changes in traffic trips and associated emissions. That traffic data will be combined with output from CARB's EMFAC2007 air quality model to estimate changes in ozone precursor and particulate emissions in the project vicinity.

The proposed road improvements would affect traffic volumes and levels of service in the project vicinity. We **will** conduct a carbon monoxide (CO) hot spot analysis using peak traffic-hour volumes and levels of service at key intersections in the project vicinity. CO concentrations will be estimated for sensitive receptors located near congested intersections. We will estimate CO concentrations at as many as three intersections for each project alternative. We **will** use the CALINE4 model to conduct the CO hot spot analysis.

Jones & Stokes will work with the San Joaquin Council of Governments (SJCOG) to ensure that the proposed project is included in the most recent regional transportation plan. This evaluation will ensure that the project's ozone precursor emissions have been included in the SJCOG's most recent air quality plans. In addition, the transportation conformity analysis must show that the project does not cause or contribute to one or more carbon monoxide violations. The evaluation of CO violations will be addressed in the CO modeling analysis. Since the San Joaquin Valley is classified as a nonattainment area for particulate matter (PM10 and PM2.5), we will also conduct a PM10/PM2.5 conformity analysis using U.S. Environmental Protection Agency (EPA)/Federal Highway Administration (FHWA) guidance. Finally, we will evaluate the project's potential to generate substantial levels of mobile source air toxics (MSATs). We will use FHWA's MSAT guidance to conduct this evaluation. Jones & Stokes will work with the City of Lodi, Caltrans, and the SJVAPCD to identify feasible mitigation measures.

- Deliverable: 5 copies each of the draft and final air quality report
- Schedule for first admin draft: 12 weeks following initiation of technical studies, and receipt of traffic data

3.1.2 Biology

A Jones & Stokes wildlife biologist and botanist/wetlands ecologist will prepare an NES report for wildlife, botanical, and wetland resources based on Caltrans' published guidance. Our biologists **will** conduct a one day reconnaissance of the study area for biological resources. It is assumed that only one survey of the project site will be necessary to identify the potential for sensitive plants, and that no special-status plants will be found.

We will prepare an NES report pursuant to Caltrans guidance that will describe the proposed action, study methodology, environmental setting, and important biological resources in the project area, discuss relevant state and federal laws for biological and water resources, and identify potential project impacts. Correspondence with the USFWS, species lists, and results of a search of California Natural Diversity Database will be included as appendices.

Our scope assumes that given the disturbed nature of the setting, the proposed improvements will either not have significant impacts on any biological resources or will be designed in such a way that significant impacts on any biological resources will be avoided or mitigated through compliance with the measures in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Our scope further assumes that focused or protocol-level surveys will not be conducted and that preparation of a biological assessment under Section 7 will not be required for this project, and that preparation of an NES for minimal impacts **will** be sufficient to meet Caltrans' requirements for the documenting effects on biological resources. If it is later identified that protocol-level surveys and/or a biological assessment is necessary, Jones & Stokes is qualified to conduct such technical studies and can prepare a scope of work and budget augmentation.

J&S will also conduct a jurisdictional delineation in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual to determine the areas subject to regulation by the U.S. Army Corps of Engineers (Corps). Based on information provided by Mark Thomas & company and review of recent aerial photographs of the project area, it appears potential jurisdictional features are limited to roadside ditches that are not likely to be subject to Corps regulation. Jones & Stokes will prepare a letter to the Corps describing the methods used, the results of the wetland delineation, and a discussion of the jurisdictional status of the ditch and any other wetlands or waters in the project area based on the Corps' regulations and other relevant guidance. The letter will request the Corps provide verification of the delineation and also provide a jurisdictional determination for the ditch and any other wetlands or waters in the project area. Our budget includes one site visit with the Corps, if necessary, and a maximum of five hours for coordination with the Corps.

We do not expect the Corps **will** regulate any wetlands or other waters in the project area and thus regulatory permitting from the Corps, Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (CDFG) is not included in this scope of work.

- Deliverable: 5 copies each of the draft and final NES report and appendices
- Schedule for first admin draft: 12 weeks following initiation of technical studies

3.1.3 Cultural Resources

The cultural resources studies will meet the requirements of the NEPA, CEQA, Section 106 of the National Historic Preservation Act, and the 2004 Programmatic Agreement Among the Federal Highway Administration, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal-Aid Highway Program in California.

J&S **will** conduct a records search, contact Native Americans and local historical organizations, and conduct field studies to prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR). J&S **will** assist with preparation of the Area of Potential Effects (APE) map. J&S will conduct archival and literature research and archaeological and architectural field studies to prepare the HPSR and ASR.

The following tasks will be undertaken:

- A records search of the **APE** to include a mile radius **will** be conducted at the Central California Information Center (CCIC) of the California Historical Resources Information System. The CCIC is an affiliate of the State of California Office of Historic Preservation and is the official state repository of cultural resource reports and records for San Joaquin County. A literature review, as necessary, of archaeological, ethnographic, and historical publications and maps at historical archives and J&S will be conducted.

Work Plan

- The records search and literature review **will**: (1) identify previously recorded cultural resources and previous cultural resource studies of or adjacent to the APE; (2) assess the likelihood of unrecorded cultural resources based on (a) archaeological, ethnographic, and historical information, and (b) the distribution of nearby cultural resources in relation to their environmental settings; and (3) obtain information for the cultural settings portions of the reports.
- A review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, and The Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest.
- San Joaquin County historic resource inventories **will** be reviewed.
- Contacting the Native American Heritage Commission in Sacramento for (1) a review of the sacred lands file to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list **will** be contacted by letter and/or telephone to inquire about any concerns or information they may have.
- Contacting the San Joaquin County Historical Society and the Haggin Museum for any information or concerns they may have about the APE.
- Conduct archaeological resources field surveys of the APE.

The scope of work for cultural resources technical studies is based on the following assumptions:

- If cultural resources are identified as a result of field work, archival research, or by other means, a scope and budget adjustment **will** be necessary to document, analyze, and report on such resources.
- Any reports or documents other than the HPSR, ASR, and HRER **will** require a budget augment.
- The City of Lodi **will** make **all** access arrangements and notifications to landlords and residents as necessary to access the APE.
- Jones & Stokes **will** prepare an HPSR, and HRER, and an ASR
- No archaeological resources **will** be identified
- No archaeological excavation or testing **will** be conducted
- A maximum of three buildings **will** require evaluation for National Register eligibility
- No properties eligible for the National Register **will** be identified in the APE.
- The APE map **will** be signed after no more than two rounds of review.

Deliverables:

- Draft HPSR, HRER, and ASR – 5 copies
- Final HPSR, HRER, and ASR – 5 copies
- Schedule for first admin draft: 12 weeks following initiation of technical studies

3.1.4 Noise Study Report

Jones & Stokes **will** prepare a noise study report (NSR) evaluating the noise impacts and potential noise abatement measures associated with the no build alternative and one build alternatives. Because federal funding and Caltrans oversight is involved, the noise study must be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

The NSR will be prepared to address the requirements of 23CFR772 in accordance with the Protocol. The report **will** provide information that can be used for the noise impact assessment but will not specifically address CEQA/NEPA impacts. These impacts will be addressed in the environmental document for the project based on significance determinations made by the PDT. The field investigation, noise impact modeling, and report preparation will be prepared in accordance with the Caltrans Traffic Noise Analysis Protocol (Protocol).

It is assumed that future proposed noise sensitive land uses **will** not be “planned, designed, and programmed” (as defined in the Protocol) prior to the approval of the environmental document. As such assessment of potential noise impacts at these proposed land uses is not assumed to be required.

Jones & Stokes will conduct a field noise study to quantify and assess existing noise conditions at the noise-sensitive areas in the project area. Sound-level data **will** be collected over a 10- to 15-minute period at selected times throughout the day. In addition, continuous 24-hour noise monitoring **will** be conducted at one location in the study area if a secure location can be found. This scope of work assumes that all necessary field investigations can be conducted by two Jones & Stokes staff persons in 1 day.

Jones & Stokes will conduct traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data provided by project engineers. TNM **will** be used to assess worst noise hour noise conditions at selected receiver locations under the following conditions:

- Existing,
- Design year under no project conditions, and
- Design year under one alternative.

Traffic noise impacts of proposed project will be assessed by determining if implementation of the project is projected to result in traffic noise impacts as defined in the Protocol. If traffic noise impacts are projected to

occur, information on the feasibility noise abatement and noise abatement allowances as defined in the Protocol **will** be evaluated and presented in the report. Construction noise impacts will be evaluated using methods recommended by the U.S. Department of Transportation.

Jones & Stokes will prepare the noise chapter of the environmental document. The noise analysis described above will be used to address impacts under NEPA. To evaluate impacts under CEQA a supplemental analysis will be conducted to evaluate noise modeling results relative to City of Lodi noise standards (i.e. using the day-night noise level Ldn). CEQA standards for significance **will** be identified based on city noise standards. Where significant impacts are identified mitigation measures to reduce noise to a less-than-significant level where feasible will be identified.

- Deliverable: 5 copies each of the draft and final noise study.
- Schedule for first admin draft noise study report: 12 weeks following initiation of technical studies and receipt of traffic data and required mapping.

3.1.5 Water Quality Report

If required by Caltrans, WRECO will prepare a Water Quality Report to provide the existing physical and regulatory environment information for the water quality section of the Project Report and Environmental Document. WRECO **will** perform the following:

- Identify and describe the current and upcoming laws that relate to water quality.
- Provide a summary of field surveys and background document review.
- Describe the land use, geography, and topography of the project area.
- Describe the beneficial uses for all potentially effected waters.
- Discuss water quality objectives for all potentially effected waters.
- Collect and present any monitoring data from other agencies.
- List potential sources of pollutants.
- Describe the watershed, and existing drainage and hydrologic conditions.

WRECO will evaluate the water quality impacts for the proposed project and recommend possible mitigation measures to reduce the adverse impacts to water quality. WRECO will prepare a draft Water Quality Report, respond to comments to the draft report, update the project information, and prepare a final Water Quality Report.

Deliverables:

- Draft Water Quality Report – 5 copies
- Final Water Quality Report – 5 copies

3.1.6 Location Hydraulic Report/Floodplain Evaluation Report

WRECO will conduct a Location Hydraulic Study and prepare a Floodplain Encroachment Summary Report in accordance with Caltrans guidelines and requirements. The Floodplain Encroachment Summary Report will evaluate potential changes in floodplain hydrology and hydraulics due to the new or additional cross drainage structures and the proposed or roadway embankments necessary for the project. WRECO will identify significant project impacts to the floodplains and make general recommendations for possible mitigation measures. The characteristics associated with the watershed, local hydrologic conditions, etc. will be documented for the study.

The Location Hydraulic Study will summarize the risks associated with the project, the impacts on natural and beneficial floodplain values, the support for incompatible development in the base floodplain caused by the project, and measures to minimize floodplain impacts and restore and preserve the natural and beneficial floodplain values. The Summary Floodplain Encroachment Report requires response to *six (6)* questions regarding potential effects of the project as described in the applicable hydraulic study. Responses to these questions indicating no impacts ~~eliminate~~ the need for any further floodplain study. Positive responses to the questions may trigger additional analysis to assess the potential effects of the project on downstream or upstream conditions.

Deliverables:

- Draft Location Hydraulic Report/Floodplain Evaluation Report – 5 copies
- Final Location Hydraulic Report/Floodplain Evaluation Report – 5 copies

3.1.7 Phase II Hazardous Materials Report

Blackburn Consulting has not yet completed the Initial Site Assessment (ISA) for the SR 99/Harney Road Interchange Improvement project, however, we anticipate issues will be similar to other nearby projects and may include: service stations, pesticides, tear down of structures, and aerially deposited lead. To provide a general understanding of potential Phase II hazardous material issues and associated added scopes and fees, we present the following representative examples.

3.1.7.1 Phase II Investigation for Service Stations

Property acquisition for service stations present two distinctly different sets of concerns depending on whether acquisition includes the entire parcel or just a small portion.

Partial Acquisition

We anticipate the following tasks, beyond the ISA, for a service station where interchange improvements will only “take” a small portion of the parcel,

- *Regulatory File Review* – Commonly the ISA recommends a more detailed regulatory file review to determine the extent and location of known contamination, the magnitude and type of contaminants, results of recent monitoring (if applicable), and status of investigation/remediation. This information is used by the City to assess the potential impact to the project (i.e. liability, construction impact and worker/public safety). Depending upon the completeness of the findings, it may still be necessary to perform a subsurface investigation including sample collection and analyses.

Further, if the findings conclude that ongoing investigation/remediation could affect the planned interchange improvements, it may be necessary to meet with the involved parties and discuss how best to meet the environmental clean-up goals and still complete the project. At a minimum, this meeting should include the City, the designer, the lead regulatory agency, the site owner (responsible party), and the consultant. This will allow all perspectives to be heard so that a mutually agreeable plan can be developed.

- *Subsurface Investigation and Sample Collection* – If the regulatory records review is inconclusive regarding the potential for impacted soil/groundwater in the “take” area, further investigation to assess potential impacts may be needed.

We present the following typical drilling program within the “take” area.

- Obtain Caltrans and City of Lodi concurrence on the workplan.
- Obtain the necessary drilling permits and mark the site for Underground Service Alert.
- Drill, sample, and log three (3) to five (5) borings to maximum depths of 15 feet. Groundwater sampling is not included. Borings will be backfilled in accordance with permit requirements. Contaminated cuttings will be barreled and left on-site.
- Cuttings and samples will be screened in the field using visual observation as well as odor and readings from a Photo Ionization Detector (PID).
- A minimum of three (3) relatively undisturbed samples will be collected from each boring for

possible laboratory analyses. Depending upon the conditions observed, samples may be analyzed for Total Petroleum Hydrocarbons (TPH), Volatile Hydrocarbons (specifically, benzene, toluene, ethyl benzene, and total xylenes, BTEX), fuel oxygenates, and heavy metals. The decision of which analysis to run will be dictated by the potential contaminants. For the purposes of this proposal we estimate 9 samples will be analyzed for TPH & BTEX, 3 for oxygenates, and 2 for LUFT metals.

Based on results of the sampling and analyses, we will provide recommendations for additional, more definitive work, if necessary. If contamination is encountered, BCI will provide recommendations, which may include additional sampling and analysis to further define the extent of soil and/or groundwater contamination, or recommendations for managing impacted soil and/or groundwater during construction.

Complete Parcel Acquisition

If the project requires acquisition of a complete service station site the City's concerns are more significant since they will become the property owner and "responsible party". For this scenario, we do not anticipate the need for BCI to perform any investigation. We anticipate that conditions of the property title transfer will require the current owner to deliver an appropriately remediated site. For estimating purposes we include a fee estimate to review, on the City's behalf, the investigation/remediation reports and site closure documents from others.

3.1.7.2 Building Materials

This option is for full, or partial "take" where interchange improvements will require demolition of an existing structure. We anticipate the project mitigation monitoring and reporting program will indicate that prior to demolition and removal of any structures the City shall have a consultant investigate these structures for the presence of asbestos and/or lead; therefore, a lead and asbestos survey will be required.

The asbestos pre-demolition surveys will be conducted in accordance with Federal EPA and local air quality management district's regulations. The survey will include identification and sampling of all accessible friable and non-friable asbestos containing materials. The primary purpose of the lead inspections are to identify work involving lead and assist the contractors conducting the demolition work to comply with Cal/OSHA's regulatory requirements for Lead-Work Pre-Job Notification. These inspections will be conducted utilizing a Niton XRF instrument in conjunction with bulk materials sampling to identify lead-based paint.

Based on results of the survey and testing, we will provide a report of conclusions and recommendations.

3.1.7.3 Aerially Deposited Lead (ADL) Evaluation

There is a potential for encountering ADL during grading activities along State Route 99, which will need to be evaluated to aid in project design.

For this task, BCI proposes a typical screening, however, we will need to meet with Caltrans to obtain concurrence on our screening procedure. We propose the following general screening procedure:

- Excavate approximately 25 shallow borings with samples collected from 0-2", 6-12", and 18-24" inches below the ground surface. Borings would generally be 150 feet apart and collected from the unpaved shoulder of the State Route 99 (within 150 feet of the traveled lanes).
- Analyze a maximum of 75 samples for total lead and 15 samples for soluble lead.
- Analyze the results and prepare a Draft Summary Report of findings and mitigation for City and Caltrans review.
- Incorporate City and Caltrans comments into a Final Summary Report for submittal to the City and Caltrans.

The potential exists to encounter asbestos and lead paints in roadway structures that **will** be removed for site improvements. We have not included evaluation of these items in our scope. We expect that the project contractor will provide a professional trained to identify building materials containing asbestos and lead and mitigate appropriately.

3.1.8 Traffic/Circulation

F&P will prepare the transportation impact section of the environmental document based on findings from the Traffic Operations Report. This task assumes that no new analysis will be prepared. The administrative draft transportation impact section **will** be prepared according to the format provided by MT. Up to four hours has been budgeted to respond to comments on the administrative draft. Up to 12 hours has been budgeted to respond to comments on the public draft transportation impact section. Responses to the public draft comments will be provided in a technical memorandum upon receiving a single set of written comments.

3.2 Prepare Initial Study/Mitigated Negative Declaration

3.2.1 Administration Draft IS

Based on preliminary review of the project, we presume that it will be feasible to avoid significant project impacts through project design or mitigation. This presumption **will** be examined early in the environmental process with Mark Thomas & Company and the City of Lodi to confirm that a Mitigated Negative Declaration is the appropriate CEQA documentation for this project.

The IS/MND will include a description of the proposed projects, describe the environmental setting, identify effects of the proposed project, and recommend mitigation measures to avoid, reduce, or mitigate for those impacts. In preparing the IS/MND, we will follow the State and Caltrans CEQA guidance and formats available on Caltrans Standard Environmental Reference website. The IS **will** be in a checklist form, with focused discussion of the key issues only.

Work Plan

Based on information provided by Mark Thomas & Company, the following issues will be dismissed as

“No Impact” with **minimal** discussion:

- Aesthetics
- Agricultural resources
- Geology and soils
- Mineral resources
- Population and housing
- Public services
- Recreation
- Utilities and service systems

The following issue areas **will** be discussed; however, it is anticipated that impacts will be less than significant with mitigation:

- **Air** quality (temporary construction impacts as well as long-term operational impacts; modeling will be conducted)
- Noise (temporary construction noise as well as long-term vehicular traffic noise; modeling will be conducted)
- Hazards and hazardous materials (two gasoline stations within the study area with known soil and/or groundwater issues)
- Hydrology and water quality
- Transportation/traffic

We anticipate the bulk of the discussion and analysis will focus on the following issue areas:

- Biological resources (including potential removal of Swainson’s hawk foraging and burrowing owl habitats, and wetlands)
- Cultural resources

The following technical studies provided by Mark Thomas & Company will be utilized in preparation of the IS/MND:

- The analysis of traffic and transportation will be based on a separate traffic study for the project provided by Mark Thomas & Company.
- The hazardous materials analysis will be based on a hazardous material study provided by Mark Thomas & Company.
- The hydrology and flooding analysis **will** be based on the location hydraulic study provided by Mark Thomas & Company.

Jones & Stokes will provide up to five copies each of three rounds of the Administrative Draft IS/MND (one for City review, a second that incorporates City comments for Caltrans review, and a screen-check final that

incorporates Caltrans comments). Additional rounds of revisions can be accommodated on a time and materials basis.

- Deliverable: 5 copies of the Administrative Draft IS/MND
- Schedule for first admin draft: 4 weeks following approval of technical studies by Caltrans

3.2.2 Public Draft IS/MND

Jones & Stokes Associates **will** prepare the IS/MND for public circulation and review. We anticipate the City will hold a public meeting during the public review period to obtain comments on the initial study. Our cost includes a maximum of 8 hours to attend and assist the City in preparation for the public meeting.

- Deliverable: Up to 50 copies of the IS/MND for public review
Attendance at public meeting
- Schedule for first admin draft: 2 weeks following approval of revised IS/MND by PDT

3.2.3 Prepare Responses to Public Comments, Notice of Intent to Adopt an MND, and Notice of Determination and Mitigation Monitoring Plan

Jones & Stokes will review public comments and prepare responses to any substantive written comments in consultation with Mark Thomas & Company and the City of Lodi. We have assumed a maximum of 16 technical hours will be required to prepare responses to comments. We assume that no new technical analyses will need to be prepared; comments requiring new analysis could require a budget adjustment and/or affect the schedule. We will also prepare a draft mitigation monitoring plan (MMP) for the City's use, based on the mitigation measures included in the MND.

Jones & Stokes will prepare a Notice of Intent (NOI) to adopt an ND or MND and a Notice of Determination (NOD) for review, filing, and posting by the City.

- Deliverable: 10 copies of responses to comments on the IS/MND and Notice of Determination
- Schedule for first admin draft: 4 weeks following receipt of complete comments; final document to be prepared 2 weeks following approval of admin draft by PDT

Task 4 - Public Outreach

Judith Buethe from Judith Buethe Public Relations (JBPR) **will** act as public outreach coordinator for this project. The interchange project is not viewed as controversial; however, Caltrans typically requires a public workshop on projects at the PA&ED phase to make sure that the public and interested agencies are aware of the project. The approach for public outreach will focus on:

- Property owners and employers/employees of parcels affected by the project
- Interested citizens and public agencies in Lodi

Outreach to these groups will take place via the public workshop, information to the City of Lodi Public Works Department staff to present to the City Council and posting on the City's web page. Following are specific tasks proposed for outreach.

4.1 Confirm Stakeholders - This task will involve developing a listing of affected property owners, businesses and public agencies expressing interest in issues relating to the Route 99 and the interchange. Also at this time, JBPR will identify relevant community groups. JBPR will create and maintain a coded stakeholder database of interested and potentially interested parties, e.g., affected property owners, businesses and public agencies, nearby residents, community groups, elected officials, and other pertinent individuals and groups. The database will be coded according to interest and involvement with the project and will be updated as needed with names from the public meeting sign-ins and from telephone, email and personal contacts. JBPR will also schedule, facilitate, and record up to five 1-on-1 meetings with pertinent property owners and/or businesses adjacent to the project.

4.2 Conduct Public Meeting/Workshop - Based on our recent experience with Caltrans District 10 and FHWA, we suggest a map display/public workshop to be held in conjunction with review of the draft environmental document. This task will require:

- Coordinating the meeting logistics (location, room set-up, refreshments, collection and recording of comments, signage)
- Developing and mailing a project information mailer to nearby residents that will provide project background and act as a meeting announcement and a letter of invitation to the stakeholder database.
- Preparing and distributing a news release
- Announcing and staffing telephone and Internet Hotlines and maintaining a Hotline log that will be distributed to the members of the PDT

Based on recent projects and our understanding of the project, we do not anticipate the need for a second meeting during the PA&ED phase.

4.3 Public Outreach Miscellaneous - JBPR will provide miscellaneous outreach services including the following:

- 1) Hotline phone number for the public to call with comments. The phone calls will be logged and distributed to the PDT members.
- 2) Arrange for, attend, and prepare minutes of 1-on-1 property owner meetings.
- 3) Working with the City and Caltrans, prepare one (1) news release for the local paper.
- 4) Design and upload a project website.
- 5) Prepare meeting minutes.

Mark Thomas & Company Inc. - Route 99/Harvey Lane Combined PSR/PR - Fee Proposal

| PROJECT/TASK | MARK THOMAS & COMPANY INC. MANHOURS | | | | | | | | | | | | MARK THOMAS & COMPANY INC. FEE | | | | | | | | | | | | SUBTOTAL | Blackburn | JSA | Fehr & Peers | Buethe | Radman | TOTAL FEE | |
|---|-------------------------------------|-----------------|----------------|--------------|-------------------|------------|--------------------|----------------------------|----------------|---------------|-------------|--------------|--------------------------------|-----------------|----------------|--------------|-------------------|------------|--------------------|----------------------------|----------------|------------------|-------------|--------------|----------|-----------|--------|--------------|--------|--------|-----------|---------|
| | Principal | Project Manager | Proj. Engineer | Design Engnr | Student Assistant | CADD Tech. | Structures Manager | Structures Design Engineer | Survey Manager | Land Surveyor | Survey Crew | Admin. Asst. | Principal | Project Manager | Proj. Engineer | Design Engnr | Student Assistant | CADD Tech. | Structures Manager | Structures Design Engineer | Survey Manager | Project Surveyor | Survey Crew | Admin. Asst. | | | | | | | | |
| | \$ 275.00 | \$ 172.00 | \$ 142.00 | \$ 105.00 | \$ 80.00 | \$ 100.00 | \$ 192.00 | \$ 130.00 | \$ 175.00 | \$ 130.00 | \$ 270.00 | \$ 70.00 | | | | | | | | | | | | | | | | | | | | |
| Task 1: Project Administration and Managment | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 1.1 General Management and Coordination | 160 | 120 | 40 | 20 | 20 | | 8 | | 8 | | | | 376 | 44,000 | 20,640 | 5,680 | 2,100 | 1,600 | 0 | 1,536 | 0 | 1,400 | 0 | 0 | 0 | 76,956 | | 12,190 | | | | 89,146 |
| 1.2 Project Development Team (PDT) Meetings | 80 | 120 | 80 | | | | | | | | | | 280 | 22,000 | 20,640 | 11,360 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 54,000 | 2,600 | 4,950 | 9,540 | | | 71,090 |
| 1.3 Information Gathering | | 2 | 8 | 40 | | | | | | | | | 50 | 0 | 344 | 1,136 | 4,200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,680 | | | | | | 5,680 | |
| Subtotal Task 1: | 240 | 242 | 128 | 60 | 20 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 706 | 66,000 | 41,624 | 18,176 | 6,300 | 1,600 | 0 | 1,536 | 0 | 1,400 | 0 | 0 | 0 | 136,636 | 2,600 | 17,140 | 9,540 | 0 | | 165,916 |
| Task 2: Project Study Report/Tech. Studies | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 2.1 Base Mapping | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 2.1.1 Acquire Record Mapping | | | | 16 | 40 | | | | | | | | 56 | 0 | 0 | 0 | 1,680 | 3,200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4,880 | | | | | | 4,880 |
| 2.1.2 Photogrammetric Mapping | | | | | | | | | 4 | 40 | 60 | | 104 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 700 | 5,200 | 16,200 | 0 | 22,100 | | | | 20,000 | | 42,100 |
| 2.1.3 Supplemental Field Topo | | | 4 | 8 | | | | | 4 | 8 | 40 | | 64 | 0 | 0 | 568 | 840 | 0 | 0 | 0 | 0 | 700 | 1,040 | 10,600 | 0 | 13,948 | | | | | | 13,948 |
| 2.1.4 Utility Mapping | | | 16 | 40 | | 40 | 40 | | | | | | 136 | 0 | 0 | 2,272 | 4,200 | 3,200 | 4,000 | 0 | 0 | 0 | 0 | 0 | 0 | 13,672 | | | | | | 13,672 |
| 2.2 Traffic Modeling and Analysis | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 2.2.1 Data Collection | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 3,910 | | | 3,910 | |
| 2.2.2 Existing Conditions Analysis | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 6,180 | | | 6,180 | |
| 2.2.3 Travel Demand Forecasts | 2 | 8 | | | | | | | | | | | 10 | 550 | 1,376 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,926 | | | 7,500 | | | 9,426 | |
| 2.2.4 Operations Analysis | 2 | 8 | | | | | | | | | | | 10 | 550 | 1,376 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,926 | | | 28,170 | | | 30,096 | |
| 2.2.5 Traffic Report Documentation | | 4 | | | | | | | | | | | 4 | 0 | 688 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 688 | | | 16,400 | | | 17,088 | |
| 2.3 Geometric Drawings/Construction Staging | 30 | 100 | 120 | 120 | | 40 | | | | | | | 410 | 8,250 | 17,200 | 17,040 | 12,600 | 0 | 4,000 | 0 | 0 | 0 | 0 | 0 | 59,090 | | | | | | 59,090 | |
| 2.4 Geological Review/Hazardous Waste | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 2.4.1 Geotechnical Review | | 4 | | | | | | | | | | | 4 | 0 | 688 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 688 | 5,640 | | | | | 6,328 | |
| 2.4.2 Hazardous Waste ISA | | 4 | | | | | | | | | | | 4 | 0 | 688 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 688 | 10,500 | | | | | | 11,188 |
| 2.5 Quantity/Cost Estimates | 2 | 8 | 16 | 20 | 16 | | | | | | | | 62 | 550 | 1,376 | 2,272 | 2,100 | 1,280 | 0 | 0 | 0 | 0 | 0 | 0 | 7,578 | | | | | | 7,578 | |
| 2.6 Right of Way Data Sheets | | 4 | 8 | 12 | | | | | | | | | 24 | 0 | 688 | 1,136 | 1,260 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,084 | | | | | | 3,084 | |
| 2.7 Advance Planning Study | | | | | | | 32 | 180 | | | | | 212 | 0 | 0 | 0 | 0 | 0 | 0 | 6,144 | 23,400 | 0 | 0 | 0 | 29,544 | | | | | | 29,544 | |
| 2.8 Value Engineering Allowance | 16 | 24 | | 16 | | 16 | | | | | | | 72 | 4,400 | 4,128 | 0 | 1,680 | 0 | 1,600 | 0 | 0 | 0 | 0 | 0 | 11,808 | | | | | | 11,808 | |
| 2.9 Storm Water Data Report | | | 24 | 40 | | 16 | | | | | | | 80 | 0 | 4,128 | 5,680 | 0 | 0 | 1,600 | 0 | 0 | 0 | 0 | 0 | 11,408 | | | | | | 11,408 | |
| 2.10 Project Study Report/Project Report | 24 | 80 | 20 | | | | | | | | | 8 | 132 | 6,600 | 13,760 | 2,840 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 560 | 23,760 | | | | | | 23,760 | |
| Subtotal Task 2: | 76 | 268 | 224 | 232 | 96 | 112 | 32 | 180 | 8 | 48 | 100 | 8 | 1,384 | 20,900 | 46,096 | 31,808 | 24,360 | 7,680 | 11,200 | 6,144 | 23,400 | 1,400 | 6,240 | 27,000 | 560 | 206,788 | 16,140 | 0 | 62,160 | 0 | 20,000 | 395,088 |
| Task 3: Environmental Document | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 3.1 Environmental Technical Studies | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 11,120 | | | | 11,120 | |
| 3.1.1 Air Quality | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | 14,000 | | | | 14,344 |
| 3.1.2 Biology | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | 17,840 | | | | 18,184 |
| 3.1.3 Cultural Resources | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | 18,960 | | | | 19,304 |
| 3.1.4 Noise Study Report | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | 18,360 | | | | 18,704 |
| 3.1.5 Water Quality Report | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | | | | | 344 |
| 3.1.6 Location Hydraulic Report/Floodplain Report | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | | | | | 344 |
| 3.1.7 Phase II Hazardous Materials Report | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | | | | | 344 |
| 3.1.8 Traffic/Circulation | | 2 | | | | | | | | | | | 2 | 0 | 344 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 344 | | | 9,700 | | | 10,044 |
| 3.2 IS-MND/EAF-ONS/ | 16 | 8 | | | | | | | | | | | 24 | 4,400 | 1,376 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5,776 | | 16,820 | | | | 22,600 | |
| Subtotal Task 3 | 16 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 4,400 | 4,128 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8,528 | 0 | 97,200 | 9,700 | 0 | 0 | 0 | 115,428 |
| Task 4: Public Outreach | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | |
| 4.1 Confirm Stakeholders | 4 | 8 | 8 | | | | | | | | | 8 | 28 | 1,100 | 1,376 | 1,136 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 560 | 4,172 | | | | 628 | | 4,800 | |
| 4.2 Conduct Public Meeting/Workshop (2 total) | 12 | 12 | 12 | | | 36 | | | | | | | 72 | 3,300 | 2,064 | 1,704 | 0 | 0 | 3,600 | 0 | 0 | 0 | 0 | 0 | 10,668 | | | 1,850 | 4,561 | | 17,079 | |
| 4.3 Public Outreach Miscellaneous | 4 | 8 | | | | | | | | | | | 12 | 1,100 | 1,376 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,476 | | | | 3,263 | | 5,739 | |
| Subtotal Task 4 | 20 | 28 | 20 | 0 | 0 | 36 | 0 | 0 | 0 | 0 | 0 | 8 | 112 | 5,500 | 4,816 | 2,840 | 0 | 0 | 3,600 | 0 | 0 | 0 | 0 | 560 | 17,316 | 0 | 0 | 1,850 | 8,452 | 0 | 27,618 | |
| Reimbursables | | | | | | | | | | | | | 0 | | | | | | | | | | | | | 30,000 | | 15,730 | 8,730 | | | 54,460 |
| CONTRACT SERVICES TOTAL | 352 | 562 | 372 | 292 | 116 | 148 | 40 | 180 | 16 | 48 | 100 | 16 | 2,242 | 96,800 | 96,664 | 52,824 | 30,660 | 9,280 | 14,800 | 7,680 | 23,400 | 2,800 | 6,240 | 27,000 | 1,120 | 399,268 | 18,740 | 130,070 | 91,980 | 8,452 | 20,000 | 668,510 |

EXHIBIT A

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "D-1"

EFFECTIVE APRIL 2,2007

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

| | |
|------------------------------------|-------------------|
| Principal/Project Manager | \$275.00 per hour |
| Engineering Manager | 236.00 per hour |
| Senior Project Manager | 192.00 per hour |
| Project Manager | 172.00 per hour |
| Senior Project Engineer | 155.00 per hour |
| Project Engineer | 142.00 per hour |
| Senior Design Engineer | 130.00 per hour |
| Design Engineer | 105.00 per hour |
| Survey Manager | 175.00 per hour |
| Land Surveyor | 150.00 per hour |
| Project Surveyor | 130.00 per hour |
| Engineering/Survey/CADD Technician | 100.00 per hour |
| Inspector | 102.00 per hour |
| Technical Writer | 85.00 per hour |
| Design (Tech Assistants) | 80.00 per hour |
| Administrative | 70.00 per hour |

ENVIRONMENTAL/PUBLIC RELATIONS SERVICES

| | |
|---------------------------|-------------------|
| Environmental Manager | \$165.00 per hour |
| PR/Communications Manager | 140.00 per hour |
| Environmental Planner | 125.00 per hour |

FIELD

| | |
|----------------------------------|-------------------|
| 2 Person Field Party and Vehicle | \$270.00 per hour |
| 3 Person Field Party and Vehicle | 360.00 per hour |

SPECIAL SERVICES

| | |
|----------------------------------|-------------------|
| Expert Witness | \$350.00 per hour |
| Strategic Consulting (Principal) | 350.00 per hour |

OTHER DIRECT COSTS

| | |
|--|---------------|
| Reimbursables (Printing and Materials, Mail and Delivery Expenses, Film Expenses, Filing Fees, Parking and Field Expenses) | -Cost plus 5% |
| Mileage | -Per IRS Rate |
| Outside Consultant Fees | -Cost plus 5% |

RESOLUTION NO. 2008-10

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH MARK THOMAS & COMPANY, INC., FOR
PREPARATION OF STATE ROUTE 99/HARNEY LANE INTERCHANGE
PROJECT STUDY REPORT AND PROJECT REPORT, FURTHER
AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE
AGREEMENT WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS,
AND APPROPRIATING FUNDS FOR THIS PROJECT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Professional Services Agreement with Mark Thomas & Company, Inc., for preparation of State Route 99/Harney Lane Interchange Project Study Report and Project Report; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Cooperative Agreement with the San Joaquin Council of Governments; and

BE IT FURTHER RESOLVED that funds be appropriated as follows:

| | |
|---------------------------------------|--------------|
| Surface Transportation Program Grant: | \$458,914.00 |
| Measure K Grant: | \$214,086.00 |

Dated: January 16, 2008

=====

I hereby certify that Resolution No. 2008-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 16, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – *None*


RANDI JOHL
City Clerk